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**Attorney for Plaintiffs, DAVID J. LEE and**  
**DANIEL R. LLOYD**

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**DAVID J. LEE and DANIEL R. LLOYD,**  
**as individuals and, on behalf of others**  
**similarly situated,**

**Plaintiffs,**

**vs.**

**CHASE MANHATTAN BANK U.S.A.,**  
**N.A., a Delaware corporation, CHASE**  
**MANHATTAN BANK U.S.A., N.A. d.b.a.**  
**CHASE BANK U.S.A., N.A., JPMORGAN**  
**CHASE & CO., a Delaware corporation;**  
**and DOES 1, through 100, inclusive,**

**Defendants.**

**Case No.: C 07-4732 MJJ**

**PLAINTIFFS/APPELLANTS' NOTICE**  
**OF INTENT TO DESIGNATE PORTIONS**  
**OF COURT TRANSCRIPT AND**  
**STATEMENT OF ISSUES**

**[NOTICE OF APPEAL, AND CIVIL**  
**APPEALS DOCKETING STATEMENT**  
**FILED CONCURRENTLY]**

1 TO DEFENDANTS CHASE MANHATTAN BANK U.S.A., N.A., CHASE  
2 MANHATTAN BANK U.S.A., N.A. D.B.A. CHASE BANK U.S.A., N.A., AND JPMORGAN  
3 CHASE & CO., AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE NOTICE THAT  
4 PLAINTIFFS/APPELLANTS DAVID J. LEE AND DANIEL R. LLOYD, have ordered copies  
5 of the court transcript from the January 29, 2008, hearing regarding the Defendants' motion to  
6 dismiss the Plaintiffs' complaint, and intend to use it in connection with their appeal.

7 In addition, Appellants will pursue the following issues on appeal:

8 1. Do Plaintiffs have standing under Article III of the United States' Constitution ("Art.  
9 III"), California's Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.)(“CLRA”),  
10 and California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 et seq.)(“UCL”) to  
11 maintain their action including

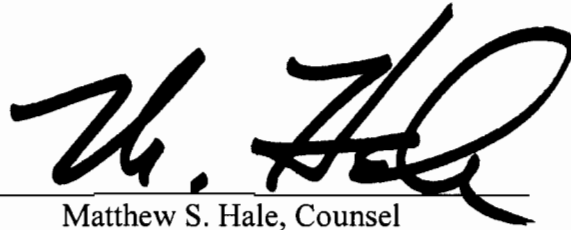
12 a. Do Chase Manhattan Bank U.S.A., N.A., Chase Manhattan Bank U.S.A., N.A.  
13 D.B.A. Chase and U.S.A., N.A., and JPMorgan Chase & Co. (“Chase”) credit card holders,  
14 respectively, challenging the unconscionability of terms of the Chase arbitration agreement  
15 and/or cardmember agreement (excluding the arbitration provision), respectively, and that such  
16 unconscionability affects a violation of the CLRA and/or the UCL have to file or actually  
17 participate in an arbitration in order to have standing under Art. III, the UCL, and/or the CLRA?

18 b. Is not getting the full value of their contract -- in this instance, an enforceable  
19 contractual right to mandatory arbitration contained in the Chase cardmember agreement for  
20 which Plaintiffs paid an annual fee – an injury sufficient to establish standing under Art. III, the  
21 CLRA and/or the UCL?

22 c. Does the violation of the statutory rights given by the CLRA to not have  
23 unconscionable terms inserted in his contract pursuant to Cal. Civ. Code § 1770(a)(19), and by  
24  
25

1 Civil Code § 1670.5, respectively, provide Plaintiffs with standing under Art. III, the CLRA  
2 and/or UCL?

3 Dated: April 15, 2008

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Matthew S. Hale, Counsel  
For Plaintiffs/Appellants

**PROOF OF SERVICE**

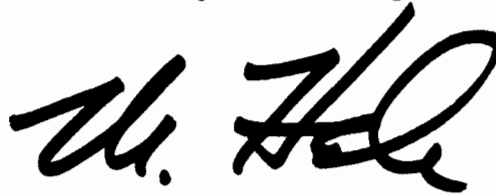
I am employed in the City of Newport News, Virginia. I am over the age of eighteen (18) and not a party to the within action; my business address is P.O. Box 1951, Newport News, VA 23601.

On Tuesday, April 15, 2008, I caused to be served by Federal Express overnight courier the foregoing documents: (1) Notice of Appeal to the United States Court of Appeal for the Ninth Circuit, (2) Representation Statement, (3) Civil Appeals Docketing Statement, and (4) Notice of Intent to Designate Portions of Court Transcript and Statement of Issues.

The foregoing documents were served on:

**Julia B. Strickland**  
**Stroock & Stroock & Lavan, L.L.P.**  
**2029 Century Park East**  
**Los Angeles, CA 90067-3086**  
**(310) 556-5806**  
**jstrickland@stroock.com.**

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct. Executed on the 15<sup>th</sup> day of April 2008 in Newport News, Virginia.

A handwritten signature in black ink, appearing to read 'M. Hale', is written over a horizontal line.

Matthew S. Hale, Esq.